

NO.: NNH-CV-14-6050848-S

ZHAOYIN WANG,	:	SUPERIOR COURT
Plaintiff,	:	
	:	
v.	:	J.D. OF NEW HAVEN
	:	AT NEW HAVEN
BETA PHARMA, INC., DON ZHANG AND	:	
ZHEJIANG BETA PHARMA CO., LTD.,	:	
Defendants.	:	JUNE 23, 2016

**ANSWER, SPECIAL DEFENSES AND COUNTERCLAIMS**

Defendants Beta Pharma, Inc. (“Beta Pharma”) and Don Zhang (“Zhang”) (collectively “Defendants”) hereby file this Answer, Special Defenses and Counterclaims to plaintiff Zhaoyin Wang’s Complaint.

**ANSWER**

**FIRST COUNT**

1. The allegations that Beta Pharma is a privately owned Delaware corporation engaged in research, development and marketing of pharmaceuticals, that its principal place of business is now in New Jersey, and that, at the time of at least some of the transactions alleged in the Complaint, it had a principal place of business in Branford, Connecticut, are admitted. All other allegations in this paragraph are denied.

2. The allegations that at the time of least some of the transactions alleged in the Complaint, Zhang was a citizen and resident of Connecticut, and did business in Connecticut, are admitted. Admitted that Zhang has “represented to the Connecticut Secretary of State and the public that his address is 5 Vaughn Drive, Suite 106, Princeton, N.J.” All other allegations in this paragraph are denied.

3. Admitted.

4. Beta Pharma denies these allegations for lack of sufficient information on which to justify a belief as to the truth thereof.

5. Admitted.

6. Any allegation that this paragraph may make that Zhejiang Beta Pharma Co., Ltd. ("ZBP") has at all times been a "corporation" as that term is defined in American law, is denied. The allegations that Beta Pharma and other investors formed ZBP, and that it is organized under the laws of China, are admitted.

7. Denied.

8. The allegation that Zhang is a Vice President and director of ZBP is denied. The allegation that Zhang has been a Vice President and director of ZBP is admitted.

9. Admitted that Plaintiff earned his Ph.D. at Yale. Otherwise, Beta Pharma denies these allegations for lack of sufficient information on which to justify a belief as to the truth thereof.

10. The allegation that a document containing the words "Partnership Offering" is attached to the Complaint as Exhibit A is admitted. All other allegations are denied.

11. Denied.

12. Denied.

13. Denied.

14. Any allegation that this paragraph may make that Plaintiff is entitled to the stated relief is denied.

## **SECOND COUNT**

1-9. The answers to Paragraphs 1 through 9 of the First Count are incorporated as if fully set forth herein.

10. Denied.

11. The allegation that a document containing the words “Partnership Offering” is attached to the Complaint as Exhibit A is admitted. All other allegations are denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

17. Any allegation that Plaintiff is entitled to the relief described in this paragraph is denied.

## **THIRD COUNT**

1-10. The answers to Paragraphs 1 through 10 of the First Count are incorporated as if fully set forth herein.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

#### **FOURTH COUNT**

1-10. The answers to Paragraphs 1 through 10 of the First Count are incorporated as if fully set forth herein.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

#### **FIFTH COUNT**

1-10. The answers to Paragraphs 1 through 10 of the First Count are incorporated as if fully set forth herein.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

#### **SIXTH COUNT**

1-10. The answers to Paragraphs 1 through 10 of the Second Count are incorporated as if fully set forth herein.

11. Zhang denies these allegations for lack of sufficient information on which to justify a belief as to the truth thereof.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

#### **SEVENTH COUNT**

1-12. The answers to Paragraphs 1 through 12 of the Sixth Count are incorporated as if fully set forth herein.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

#### **EIGHTH COUNT**

1-13. The answers to Paragraphs 1 through 13 of the Second Count are incorporated as if fully set forth herein.

14.<sup>1</sup> Denied.

14. Denied.

14. Denied.

#### **NINTH COUNT**

Defendants do not answer the Ninth Count, as it is not directed to them.

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<sup>1</sup> The Eighth Count includes three paragraphs numbered "14." They are here answered in sequence.

## **SPECIAL DEFENSES**

Each of the Special Defenses below applies to all of Plaintiff's claims.

### **FIRST SPECIAL DEFENSE**

The Offering is not a valid and binding contract between Plaintiff and Defendants because, inter alia, the Offering is vague and ambiguous, it contains legal impossibilities, and the parties never performed the Offering.

### **SECOND SPECIAL DEFENSE**

If the Offering was a valid and binding contract, which Defendants deny, then Plaintiff failed to perform his obligations under such contract, by, inter alia: developing intellectual property in Beta Pharma Canada, but never granting Beta Pharma its contractual right to such intellectual property; freezing out Beta Pharma and operating Beta Pharma Canada to Beta Pharma's exclusion; and improperly reducing Beta Pharma's ownership interest in Beta Pharma Canada.

### **THIRD SPECIAL DEFENSE**

If Plaintiff and either or both of Defendants entered into an oral contract, then Plaintiff failed to perform his obligations under such contract by, inter alia: developing intellectual property in Beta Pharma Canada, but never granting Beta Pharma its contractual right to such intellectual property; freezing out Beta Pharma and operating Beta Pharma Canada to Beta Pharma's exclusion; and improperly reducing Beta Pharma's ownership interest in Beta Pharma Canada.

### **FOURTH SPECIAL DEFENSE**

If Plaintiff is entitled to any recovery from Defendants, which Defendants deny, then Defendants are entitled to a setoff and/or recoupment to compensate them for the costs

and damages imposed on them by Plaintiff's failure to perform his obligations to Defendants.

#### **FIFTH SPECIAL DEFENSE**

Plaintiff's claims are barred by the applicable statutes of limitation.

#### **SIXTH SPECIAL DEFENSE**

Plaintiff's claims are barred by the doctrine of waiver.

#### **SEVENTH SPECIAL DEFENSE**

Plaintiff's claims are barred by the doctrine of accord and satisfaction.

### **COUNTERCLAIMS**

#### **ALLEGATIONS COMMON TO ALL COUNTS**

1. Beta Pharma, Inc. ("Beta Pharma") is a Delaware corporation with its principal place of business in Princeton, New Jersey.

2. Dr. Don Zhang, Ph.D. ("Zhang") is and was, at all times relevant to this action, president of Beta Pharma.

3. Zhaoyin Wang ("Wang") is a scientist who worked at Merck & Co. in Canada until the Fall of 2010.

4. Upon information and belief, Wang resides in either Canada or China.

5. Beta Pharma Canada, Inc. ("BPC") is a Canadian corporation focusing on drug development and discovery. BPC was incorporated in Canada in October 2010.

#### ***The 80/20 Agreement***

6. In or about 2010, Beta Pharma and Wang entered into an oral agreement (the "Agreement") pursuant to which:

- a. Beta Pharma would provide funding to BPC, and would receive an 80% interest in the company, including an 80% interest in BPC's assets, profits, and intellectual property.
  - b. Wang would be BPC's President, would be in charge of its operations and research efforts, and would receive a 20% interest in the company.
7. Subsequently, Beta Pharma wired in excess of \$320,000 to BPC to be used in connection with BPC's research and development efforts.
8. BPC and Wang have developed intellectual property and filed patents.

***Wang Improperly Changes the Parties' Interests in BPC***

9. After the parties entered the oral 80/20 Agreement, Wang told Beta Pharma he had changed the parties' interests in BPC, such that Beta Pharma's interest in BPC had been reduced from 80% to 49%, and Wang's interest in the company had been increased from 20% to 51%.
10. Wang unilaterally changed the parties' ownership interests in BPC without Beta Pharma's consent for his own financial gain, and to Beta Pharma's financial detriment.

***Wang Freezes Out Beta Pharma***

11. Despite Beta Pharma's ownership interest in BPC, Wang has failed to:
  - a. Provide Beta Pharma with any profits, income, or other pecuniary gains earned by BPC;
  - b. Provide Beta Pharma with any interest in intellectual property developed by BPC;



- c. Keep Beta Pharma apprised of BPC's business, operations, and/or activities;
  - d. Provide Beta Pharma with any documentation reflecting BPC's intellectual property, assets, and/or liabilities.
12. Wang has completely frozen Beta Pharma out of BPC's business operations and business ventures.

***Wang Improperly Transfers BPC Assets to a Chinese Company***

13. In 2012, Wang "established Nanjing Allgen Pharma to focus on preclinical work of several oncology therapeutic targets."
14. Upon information and belief, Nanjing Allgen Pharma ("Nanjing") is a Chinese company.
15. Wang has taken BPC's intellectual property to China for use in connection with other business ventures, including Nanjing.
16. Wang transferred BPC's intellectual property to Nanjing without Zhang's knowledge, permission, or consent. Some of those improper transfers occurred in April and July 2014.

**COUNT ONE – ACCOUNTING**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count One as if fully set forth herein.
2. As a shareholder in BPC, and pursuant to its agreement with Wang, Beta Pharma is entitled to review the books and records of BPC, and to information on, inter alia, BPC's assets, liabilities, and intellectual property.

3. Despite demand, Wang has never provided such information, and has operated BPC to Beta Pharma's complete exclusion. Nor has Wang ever provided Beta Pharma with information establishing his right to reduce Beta Pharma's ownership interest in BPC while increasing his interest in the company.

4. As a result, Beta Pharma suffered, and continues to suffer, substantial damages.

5. Beta Pharma therefore demands an accounting (as set forth below in the Prayer for Relief).

### **COUNT TWO – BREACH OF CONTRACT**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Two as if fully set forth herein.

2. The terms of the Agreement between Wang and Beta Pharma provided that Wang would operate BPC for the benefit of the company and its shareholders.

3. Beta Pharma did not give, nor has it ever given, Wang consent or authorization to operate BPC for his personal benefit to the exclusion of Beta Pharma.

4. Upon information and belief, Wang is, and has been, operating and/or engaging in business on behalf of BPC for his own personal benefit and in violation of the Agreement between the parties.

5. Wang also increased his ownership interest in BPC and decreased Beta Pharma's ownership interest in BPC, in violation of the Agreement between the parties. Indeed, Wang has completely deprived Beta Pharma of any interest in BPC.

6. By and through the foregoing described actions, Wang is in breach of the Agreement between him and Beta Pharma.

7. Beta Pharma performed all of its obligations under the Agreement.
8. Wang has failed to perform his obligations under the Agreement.
9. The foregoing described wrongful conduct by Wang, in breach of the Agreement, directly and proximately caused, and continues to cause, Beta Pharma to suffer substantial economic harm and sustain substantial damages.

**COUNT THREE – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Three as if fully set forth herein.
2. The Agreement contains an implied covenant of good faith and fair dealing.
3. By its Agreement with Wang, Beta Pharma reasonably expected to receive certain benefits including, but not limited to, 80% of BPC.
4. The foregoing described wrongful conduct by Wang injured and interfered with Beta Pharma's receipt of benefits it reasonably expected to receive under the Agreement.
5. In committing the foregoing described wrongful acts that injured and interfered with Beta Pharma's receipt of benefits it reasonably expected to receive under the Agreement, Wang acted in bad faith, with self-interested and sinister motives, and with a design to mislead and deceive Beta Pharma.
6. The foregoing described wrongful conduct by Wang, in breach of the covenant of good faith and fair dealing implied in the Agreement, directly and proximately caused and continues to cause Beta Pharma to suffer economic harm and sustain damages.

7. Beta Pharma has been and will continue to be irreparably damaged by Wang's wrongful conduct.

**COUNT FOUR – CONN. UNFAIR TRADE PRACTICES ACT (CONN. GEN. STAT. § 42-110a et seq.)**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Four as if fully set forth herein.

2. At all times relevant, Wang was a "person" as defined in Connecticut General Statutes § 42-110a(3).

3. At all times relevant, Wang, individually and/or in concert with other individuals and/or entities, was engaged in trade or commerce as defined in Connecticut General Statutes § 42-110a(4).

4. By the foregoing described conduct, Wang, individually and/or in concert with other individuals and/or entities, has committed unfair and deceptive acts and practices in the conduct of trade or business in violation of Connecticut General Statutes § 42-110a and § 42-110b in that such actions, omissions, evasiveness and conduct were and are immoral, unethical, oppressive and unscrupulous.

5. Said conduct by Wang was and is intentional and willful.

6. Said conduct by Wang was and is carried out for the purpose of deceiving Beta Pharma.

7. Wang, individually and/or in concert with other individuals and/or entities, has engaged and continues to engage in conduct that is contrary to the honest practice in industrial and commercial matters. Said conduct was designed and taken intentionally to deceive Beta Pharma and deprive it of its property interests in BPC. Wang knew or should have known that said conduct would cause harm to the legitimate

business interests of Beta Pharma.

8. As a result of the foregoing described prohibited conduct by Wang, Wang has violated the Connecticut Unfair Trade Practices Act, Connecticut General Statutes § 42-110a *et seq.* (“CUTPA”).

9. Wang has also aided and abetted Nanjing in violating CUTPA, for example, through the improper transfers of BPC’s intellectual property to Nanjing.

10. As a result of the foregoing described prohibited conduct by Wang, Beta Pharma suffered and continues to suffer injury and ascertainable loss of money and property proximately caused by such prohibited acts.

11. If Wang is not enjoined from committing further unfair acts and/or practices violative of CUTPA, Beta Pharma will continue to suffer irreparable harm to its legitimate property interest in BPC, as well as its business including its good will, reputation and name, for which there is no adequate remedy at law.

12. By virtue of the foregoing, Beta Pharma is entitled to punitive damages pursuant to Connecticut General Statutes § 41-110g(a).

13. A copy of this Complaint has been mailed to the Attorney General of the State of Connecticut and the Commissioner of Consumer Protection pursuant to Connecticut General Statutes § 42-110g(c).

#### **COUNT FIVE – UNJUST ENRICHMENT**

1. The foregoing paragraphs of Beta Pharma’s Counterclaims are hereby incorporated into Count Five as if fully set forth herein.

2. Beta Pharma conferred benefits on Wang, for example, by transferring hundreds of thousands of dollars to BPC.

3. Wang voluntarily accepted and retained the benefit conferred.
4. The circumstances render Wang's retention of the benefit inequitable unless Wang pays Beta Pharma the value of the benefit conferred.
5. Wang has been unjustly enriched at the expense of Beta Pharma.
6. Beta Pharma is entitled to damages as a result of Wang's unjust enrichment, including the disgorgement of all monies unlawfully accepted by Wang from Beta Pharma.

#### **COUNT SIX – PROMISSORY ESTOPPEL**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Six as if fully set forth herein.
2. Wang clearly and definitely promised Beta Pharma that, in exchange for Wang's assistance in operating BPC, Wang would be the President of BPC and would receive a 20% interest in the company.
3. Wang's promises were such that Wang should reasonably have expected to induce reliance thereon by Beta Pharma, and did induce reliance thereon by Beta Pharma, to its detriment. For example, Beta Pharma transferred substantial sums of money to BPC.
4. Despite his promises, Wang has operated BPC to Beta Pharma's exclusion, has reduced Beta Pharma's ownership interest in BPC and increased his own interest, and has deprived Beta Pharma of any rights in BPC.
5. Upon information and belief, Wang continues to improperly operate BPC, and continues to make use of financial resources provided by Beta Pharma for his own personal benefit.
6. By virtue of the foregoing, Wang has breached his promises to Beta Pharma

and caused, and continues to cause, Beta Pharma to suffer harm.

7. As a result of the foregoing, Beta Pharma has sustained and continues to sustain, substantial money damages.

#### **COUNT SEVEN – BREACH OF IMPLIED CONTRACT**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Seven as if fully set forth herein.

2. Wang, by his words, actions, and conduct, agreed to be in charge of operating and running BPC for the benefit of Beta Pharma, in exchange for the title of President of BPC, and 20% of the company. Thus, Wang formed an implied contract (the "Agreement") with Beta Pharma.

3. Beta Pharma provided Wang with support and financial resources to run BPC with the expectation that Wang would perform in accordance with the terms of the Agreement.

4. Wang breached this Agreement when he operated BPC to Beta Pharma's exclusion, reduced Beta Pharma's ownership interest in BPC and increased his own interest, and deprived Beta Pharma of any rights in BPC.

5. As a result of the foregoing, Beta Pharma has sustained and continues to sustain, substantial money damages.

#### **COUNT EIGHT – CONSTRUCTIVE TRUST**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Eight as if fully set forth herein.

2. Beta Pharma has a property interest in BPC and a legal right to that interest.

3. Wang has fraudulently acquired and detained Beta Pharma's interest in

BPC, and acted with self-interested and sinister motives and a design to mislead and deceive Beta Pharma.

4. Wang obtained Beta Pharma's property interest in BPC in violation of Beta Pharma's rights. Wang ought not, in equity and in good conscience, to hold and enjoy that interest.

5. Wang has been unjustly enriched to the detriment of Beta Pharma.

6. Beta Pharma is entitled to damages as a result of Wang's unjust enrichment, including the disgorgement of all monies unlawfully retained by Wang from Beta Pharma.

7. A constructive trust should be established over Wang's interests in the BPC business and all interests therein.

#### **COUNT NINE – OPPRESSION**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Nine as if fully set forth herein.

2. As set forth above, Wang has operated BPC to Beta Pharma's complete exclusion, without keeping Beta Pharma apprised of the company's operations and business ventures, and without ever granting Beta Pharma its 80% interest in the company, or any interest in the company.

3. Based on the Agreement between the parties, Beta Pharma reasonably believed it would be kept apprised of BPC's operations, and that Wang would not reduce Beta Pharma's ownership interest in BPC and increase his own interest.

4. Beta Pharma's 80% ownership interest was central to its decision to enter the Agreement – as was its understanding that Wang would keep Beta Pharma apprised of BPC's operations and business developments.



5. Wang committed oppression by freezing Beta Pharma out of BPC, operating the company to Beta Pharma's exclusion, reducing Beta Pharma's interest in BPC, and never giving Beta Pharma any rights in BPC.

6. As a result, Beta Pharma has suffered, and continues to suffer, substantial damages.

#### **COUNT TEN – CONVERSION**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Ten as if fully set forth herein.

2. As set forth more fully above, Wang has intentionally, and without authorization, assumed and exercised ownership and control over property belonging Beta Pharma, to the exclusion of Beta Pharma, including (but not limited to) BPC's intellectual property.

3. Wang has also aided and abetted Nanjing in committing conversion, for example, through the improper transfers of BPC's intellectual property to Nanjing.

4. Beta Pharma has suffered damages because of Wang's wrongful conversion.

#### **COUNT ELEVEN – BREACH OF FIDUCIARY DUTY**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Eleven as if fully set forth herein.

2. As the President of BPC, Wang owed a fiduciary duty to Beta Pharma, a shareholder of BPC. Wang specifically owed Beta Pharma duties of loyalty and trust with respect to all matters affecting, or potentially affecting, BPC.

3. Wang breached fiduciary duties to Beta Pharma by, inter alia, reducing Beta

Pharma's interest in BPC, failing to provide Beta Pharma any interest in BPC, and freezing Beta Pharma out of BPC and operating the company to Beta Pharma's exclusion.

4. As a result, Beta Pharma has suffered, and continues to suffer, substantial damages.

#### **COUNT TWELVE – UNFAIR COMPETITION**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Twelve as if fully set forth herein.

2. Wang has competed, and continues to actively and directly compete, against Beta Pharma by unfair and wrongful means that include, among other things, operating BPC and using its assets and intellectual property to Beta Pharma's exclusion.

3. Wang's conduct was, and still is, willful, wanton and malicious, and committed with reckless and callous disregard for the rights of Beta Pharma and with the intent of crippling Beta Pharma's businesses.

4. Wang has also aided and abetted Nanjing in competing actively and directly against Beta Pharma by unfair and wrongful means that include, among other things, using BPC's assets and intellectual property to Beta Pharma's exclusion.

5. As a result, Beta Pharma suffered, and continues to suffer, substantial damages.

#### **COUNT THIRTEEN – STATUTORY THEFT (CONN. GEN. STAT. § 52-564)**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Thirteen as if fully set forth herein.

2. As more fully described above, Wang, for his own benefit or for the

benefit of third parties, intentionally and wrongfully converted, misappropriated, stole, assumed, and/or exercised ownership and control over property belonging to Beta Pharma, to the exclusion of Beta Pharma, including (but not limited to) BPC's intellectual property.

3. Wang's conduct was intended to deprive Beta Pharma of its rights in the property and to appropriate the same to himself.

4. Wang has also aided and abetted Nanjing in committing conversion, for example, through the improper transfers of BPC's intellectual property to Nanjing.

5. Wang's actions have resulted in substantial damages. In addition to other damages, Wang's conduct warrants an award of treble damages.

6. Wang is therefore liable to Beta Pharma under Conn. Gen. Stat. § 52-564.

#### **COUNT FOURTEEN – AIDING AND ABETTING TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Fourteen as if fully set forth herein.

2. Nanjing intentionally and tortiously interfered with the business relationships or expectancies of Beta Pharma with Wang and others in that: Beta Pharma had a business relationship with Wang (i.e., BPC); and Nanjing intentionally and improperly interfered with that relationship by, inter alia, obtaining BPC's intellectual property.

3. Wang knew that Nanjing's conduct constituted a breach of duty to Beta Pharma.

4. Wang gave substantial assistance and encouragement to Nanjing in tortiously interfering with Beta Pharma's business relationship and expectancies.

5. Wang's encouragement and assistance was a substantial factor in causing such interference.

6. As a result of Nanjing's tortious interference with Beta Pharma's business relationships or expectancies, and Wang assisting Nanjing in committing those wrongful acts, Beta Pharma has suffered actual losses, including loss of benefits of its business relationship, and direct and consequential damages in an amount to be determined at trial, which includes, but is not limited to, attorney's fees, costs, and expenses associated with the litigation.

#### **COUNT FIFTEEN – CIVIL CONSPIRACY**

1. The foregoing paragraphs of Beta Pharma's Counterclaims are hereby incorporated into Count Fifteen as if fully set forth herein.

2. Wang and Nanjing combined to do the unlawful acts described in Counts Four, Five, Ten, Twelve, and Thirteen of Beta Pharma's Counterclaims.

3. Wang acted pursuant to the scheme and in furtherance of its object when he engaged in the acts described in those Counts of Beta Pharma's Counterclaims.

4. Wang's acts pursuant to the scheme and in furtherance of its object resulted in damage to Beta Pharma, including, but not limited to, substantial money damages.

#### **REQUEST FOR RELIEF**

Beta Pharma requests that the Court grant it the following relief on its Counterclaims:

1. A complete accounting for BPC, including an accounting of its assets, liabilities, intellectual property, other property, book and records, and any agreements entered into.
2. An order requiring Wang to account for and to pay over to Beta Pharma as money damages any and all gains and/or profit BPC has acquired by reason of Wang's wrongful conduct.
3. An order requiring the return to counsel for Beta Pharma of all BPC business information, and all copies thereof, that are within Wang's possession, custody or control.
4. An order requiring Wang to return to Beta Pharma the support and financial resources provided to Wang to run BPC, under the pretext that he was working for Beta Pharma's benefit when in fact he was working for the benefit of himself, to the exclusion and detriment of Beta Pharma.
5. Compensatory damages.
6. Treble damages pursuant to General Statutes § 52-564.
7. Punitive damages pursuant General Statutes § 42-110g(a) and/or Connecticut common law.
8. Attorney's fees pursuant to General Statutes § 42-110g(d), and/or Connecticut common law.
9. Prejudgment interest and costs incurred by Beta Pharma in the prosecution of this action.
10. Prejudgment interest pursuant to General Statutes § 37-3a, for Wang's wrongful detention of money.

11. Such other and further relief as the Court shall deem appropriate.

DEFENDANTS BETA PHARMA, INC. AND  
DON ZHANG,

By: /s/

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### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been served upon the following counsel of record by email this 23rd day of June, 2016.

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/s/  
Michael G. Caldwell (juris no. 421880)